

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
AT OWENSBORO

(FILED ELECTRONICALLY)

CIVIL ACTION NO. 4:19cv-00138-JHM

UNITED STATES OF AMERICA

PLAINTIFF

vs.

CALBERT BROOKS, as heir of Calvin Green
206 N. Covington Avenue
Providence, KY 42450-1902

DEFENDANTS

REVELLA BROOKS, as spouse of Calbert Brooks
206 N. Covington Avenue
Providence, KY 42450-1902

FRANCES BASS, as heir of Calvin Green
SERVE: Warning Order Attorney

ANY UNKNOWN HEIRS OR
SPOUSES OF HEIRS OF CALVIN GREEN
SERVE: Warning Order Attorney

ANY UNKNOWN SPOUSE OF CALVIN GREEN
SERVE: Warning Order Attorney

ANY UNKNOWN HEIRS OR SPOUSES OF HEIRS
OF ALVIN GREEN
SERVE: Warning Order Attorney

ANY UNKNOWN SPOUSE OF ALVIN GREEN
SERVE: Warning Order Attorney

ANY UNKNOWN OCCUPANT(S), TENANT(S) OR
LESSEE(S) OF 800 WESTERFIELD DRIVE,
PROVIDENCE, KENTUCKY
SERVE: Warning Order Attorney

TROVER CLINIC FOUNDATION, INC.
SERVE: Logan, Morton & Ratliff
Counsel for Judgment Creditor
P.O. Box 429
Madisonville, KY 42431

COMPLAINT FOR FORECLOSURE

Plaintiff, the United States of America, states as follows:

1. This is a mortgage foreclosure action brought by the United States of America on behalf of its agency, the United States Department of Agriculture Rural Housing Service also known as Rural Development (hereinafter collectively “RHS”).

2. Jurisdiction arises under 28 U.S.C. § 1345. Venue is proper in this judicial division, where the subject property is located.

3. RHS is the holder of a promissory note executed for value on January 30, 2007 by Alvin Green also known as Alvin Denton Green (“Alvin Green”), now deceased and not a defendant herein. The principal amount of the Note was \$67,900.00, bearing interest at the rate of 5.75 percent per annum, and payable in monthly installments as specified in the Note. A copy of the Note is attached as **Exhibit A** and incorporated by reference as if set forth fully herein.

4. The Note is secured by a Real Estate Mortgage recorded on January 31, 2007 in Mortgage Book 262, Page 727, in the Office of the Clerk of Webster County, Kentucky. Through the Mortgage, Alvin Green, unmarried, granted RHS a first mortgage lien against the real property including all improvements, fixtures and appurtenances thereto at 800 Westerfield Drive, Providence, Webster County, Kentucky (the “Property”) and described in more detail in the Mortgage. A copy of the Mortgage is attached as **Exhibit B** and incorporated by reference as if set forth fully herein.

5. To receive subsidies on the loan, Alvin Green signed a Subsidy Repayment Agreement authorizing RHS to recapture, upon transfer of title or non-occupancy of the Property, any subsidies granted to him by RHS. A copy of the Subsidy Repayment Agreement is attached as **Exhibit C** and incorporated by reference as if set forth fully herein.

6. RHS is the holder of a Second Promissory Note executed for value on August 10, 2007 by Alvin Green. The principal amount of the Second Note was \$19,600.00, bearing interest at the rate of 5.75 percent per annum, and payable in monthly installments as specified in the Second Note. A copy of the Second Note is attached as **Exhibit D** and incorporated by reference as if set forth fully herein.

7. The Second Note is secured by a Second Mortgage recorded on August 13, 2007 in Mortgage Book 269, Page 249, in the Office of the Clerk of Webster County, Kentucky. Through the Mortgage, Alvin Green, unmarried, granted RHS a mortgage lien against the real property including all improvements, fixtures and appurtenances thereto at 800 Westerfield Drive, Providence, Webster County, Kentucky (the "Property") and described in more detail in the Mortgage. A copy of the Mortgage is attached as **Exhibit E** and incorporated by reference as if set forth fully herein.

8. Title to the Property vested in Alvin Green as follows:

(a) Alvin Green obtained a one-fourth interest in the Property through a Master Commissioner's Deed dated August 21, 1979, and recorded in Deed Book 178, Page 431 in the Office of the Clerk of Webster County Kentucky. *See* **Exhibit F**.

(b) Alvin Green obtained an additional interest when his grandmother (Robina Phillips) died on May 3, 1992. Robina Phillips' Will was probated and recorded in Will Book 15, Page 509, in the Office of the Clerk of Webster County, Kentucky. **Exhibit G**. The Will directed that Robina Phillips' one-fourth interest in the Property be divided equally between

Alvin Green, Mary E. Green (the mother of Alvin Green), and Calvin Green (Alvin Green's brother).

(c) Alvin Green obtained an additional interest in the Property when his mother (Mary E. Green) died intestate on April 9, 2006. *See Exhibit H:* Affidavit of Descent for Mary E. Green recorded in Deed Book 263, Page 396 on January 31, 2007, in the Office of the Clerk of Webster County, Kentucky. Mary E. Green's interest in the Property was divided equally between her two heirs-at-law—her sons, Alvin Green and Calvin Green. *Id.*

(d) On October 24, 2006, Alvin Green signed an "Affidavit of Descent for Robina Phillips" stating that Robina Phillips "died intestate" and "her only heir-at-law" was her daughter Mary E. Green. *See Exhibit I.* The Affidavit of Descent for Robina Phillips was recorded in Deed Book 263, Page 397 on January 31, 2007, in the Office of the Clerk of Webster County, Kentucky. Upon information and belief, this Affidavit of Descent was filed in error. In any event, through the various transactions described herein, full title and interest in the Property ultimately vested in Alvin Green by the date he granted a Mortgage interest to RHS.

(e) By deed dated November 28, 2006, Calvin Green and his wife Carolyn Jena Green deeded their title and interest in the Property to Alvin Green. This deed was recorded at Deed Book 263, Page 398 on January 31, 2007, in the Office of the Clerk of Webster County, Kentucky. **Exhibit J.**

9. Alvin Green died intestate on November 8, 2009. **Exhibit K:** Affidavit of Descent, dated June 7, 2010 and recorded on July 21, 2010 in Deed Book 275, Page 591, in the Office of the Clerk of Webster County, Kentucky.

10. Upon Alvin Green's death intestate, his title and interest in the Property vested in his sole heir, his brother, Calvin Green. *Id.*

11. On July 27, 2010, Calvin Green, also known as Calvin D. Green and Calvin Denton Green (“Calvin Green”), now deceased and not a defendant herein, signed and delivered to RHS an Assumption Agreement, a copy of which is attached as **Exhibit L** incorporated by reference as if set forth fully herein. In and by the Assumption Agreement, Calvin Green became liable to RHS under (a) the Note and Mortgage with a principal amount of \$67,900.00 at an interest rate of 5.75 percent, and (b) the Second Note and Second Mortgage with a principal amount of \$19,600.00 at an interest rate of 5.75 percent, collectively with terms as specified in the Assumption Agreement.

12. To receive subsidies on the loan, Calvin Green signed a Subsidy Repayment Agreement authorizing RHS to recapture, upon transfer of title or non-occupancy of the Property, any subsidies granted to him by RHS. A copy of the Subsidy Repayment Agreement is attached as **Exhibit M** and incorporated by reference as if set forth fully herein.

13. On or about September 21, 2012, Calvin Green, for value, executed and delivered to RHS a Reamortization Agreement which changed the terms of the original Note. **Exhibit N.** Specifically, the unpaid principal and the unpaid interest were combined for a new principal amount of \$78,198.68, and the amount of the monthly installment payment was increased to \$444.23.

14. On or about September 21, 2012, Calvin Green, for value, executed and delivered to RHS a Reamortization Agreement which changed the terms of the Second Note. **Exhibit O.** Specifically, the unpaid principal and the unpaid interest were combined for a new principal amount of \$21,783.63, and the amount of the monthly installment payment was increased to \$123.00.

15. The Notes, Mortgages, Assumption Agreement and Reamortization Agreements mentioned herein are in default as a result of nonpayment and abandoning the Property.

16. Upon information and belief, Calvin Green died intestate on January 22, 2018.

Exhibit P: Obituary. Calvin Green was predeceased by his wife Carolyn Green, who died on February 15, 2010, prior to the date Calvin Green signed an assumption agreement with RHS.

17. RHS has, in accordance with the loan documents, accelerated the loan and declared the entire principal balance, together with all accrued and unpaid interest and all other sums due under the loan documents, to be due and payable. Further, RHS sent notice of the default and acceleration of the loan.

18. In accordance with the loan documents, the United States is entitled to enforce the Mortgages through this foreclosure action and to have the Property sold to pay all amounts due, together with the costs and expenses of this action.

19. The unpaid principal balance on the Note and Second Note is \$93,047.79 with accrued interest of \$9,583.34 through August 20, 2019 with a total subsidy granted of \$20,318.15, late charges in the amount of \$75.70, and fees assessed of \$3,609.88, for a total unpaid balance of \$126,634.76 as of August 20, 2019. Interest is accruing on the unpaid principal balance at the rate of \$15.2026 per day after August 20, 2019.

20. The Property is indivisible and cannot be divided without materially impairing its value and the value of RHS's liens thereon.

21. Upon information and belief, Calvin Green had no children or other descendants. Similarly, Calvin Green had no surviving spouse; nor did he have any surviving grandparents. Thus, under KRS § 391.010(5)(b), his next living heir(s) would be uncles and aunts and their descendants, if any.

22. The United States names **Calbert Brooks**, an uncle and heir of Calvin Green, as a Defendant to allow this Defendant to assert whatever right, title or claim they may have in or to

the Property or to the proceeds from the sale thereof, or be forever barred. This Defendant's interest, if any, is inferior to the rights of the United States.

23. The United States names **Revella Brooks**, spouse of Calbert Brooks, as a Defendant to allow this Defendant to assert whatever right, title or claim they may have in or to the Property or to the proceeds from the sale thereof, or be forever barred. This Defendant's interest, if any, is inferior to the rights of the United States.

24. The United States names **Frances Bass**, an aunt and heir of Calvin Green, as a Defendant to allow this Defendant to assert whatever right, title or claim they may have in or to the Property or to the proceeds from the sale thereof, or be forever barred. This Defendant's interest, if any, is inferior to the rights of the United States.

25. The United States names **Any Unknown Heirs and Unknown Spouses of Heirs of Calvin Green** as a Defendant to allow this Defendant to assert whatever right, title or claim they may have in or to the Property or to the proceeds from the sale thereof, or be forever barred. This Defendant's interest, if any, is inferior to the rights of the United States.

26. Defendant **Any Unknown Spouse of Calvin Green** may claim an interest in the Property, which interest is inferior in rank and subordinate in priority to the first mortgage lien on the Property in favor of the Plaintiff. Said Defendant is called upon to come forth and assert interests in or claims upon the Property, and offer proof thereof, or be forever barred.

27. Defendant **Any Unknown Heirs and Spouses of Heirs of Alvin Green** may claim an interest in the Property, which interest is inferior in rank and subordinate in priority to the first mortgage lien on the Property in favor of the Plaintiff. Said Defendant is called upon to come forth and assert interests in or claims upon the Property, and offer proof thereof, or be forever barred.

28. Defendant **Any Unknown Spouse of Alvin Green** may claim an interest in the Property, which interest is inferior in rank and subordinate in priority to the first mortgage lien on the Property in favor of the Plaintiff. Said Defendant is called upon to come forth and assert interests in or claims upon the Property, and offer proof thereof, or be forever barred.

29. Defendant **Any Unknown Occupant(s), Tenant(s) or Lessee(s) of 800 Westerfield Drive, Providence, Kentucky** may claim an interest in the Property, which interest is inferior in rank and subordinate in priority to the first mortgage lien on the Property in favor of the Plaintiff. Said Defendant is called upon to come forth and assert interests in or claims upon the Property, and offer proof thereof, or be forever barred.

30. Defendant **Trover Clinic Foundation, Inc.** may claim an interest in the Property by virtue of a Notice of Judgment Lien recorded on September 27, 2010 in Encumbrance Book 25, Page 797 in the Webster County Clerk's Office, a copy of which is attached as **Exhibit Q**. The interest of this Defendant is inferior in rank and subordinate in priority to the prior mortgage liens on the Property in favor of RHS, and the Plaintiff calls upon this Defendant to come forth and assert their interest in or claim upon the Property, if any, and offer proof thereof, or be forever barred.

31. There are no other persons or entities purporting to have an interest in the Property known to the Plaintiff.

WHEREFORE, Plaintiff, the United States of America, on behalf of RHS, demands:

a. In rem judgment in favor of the United States and against the defendants in the Property in the principal amount of \$93,047.79 with accrued interest of \$9,583.34 through August 20, 2019 with a total subsidy granted of \$20,318.15, late charges in the amount of \$75.70, and fees assessed of \$3,609.88, for a total unpaid balance of \$126,634.76 as of August 20, 2019, with interest accruing at the daily rate of \$15.2026 from August 20, 2019, until the date

of entry of judgment, and interest thereafter according to law, plus any additional costs, disbursements and expenses advanced by the United States;

b. That the United States be adjudged a lien on the Property, prior and superior to any and all other liens, claims, interests and demands, except liens for unpaid real estate ad valorem taxes;

c. That the United States' lien be enforced and the Property be sold in accordance with 28 U.S.C. §§ 2001-2003 subject to easements, restrictions and stipulations of record, but free and clear of all other liens and encumbrances except liens for any unpaid ad valorem real property taxes;

d. That the proceeds from the sale be applied first to the costs of this action, second to any ad valorem real property taxes, if any, third to the satisfaction of the debt, interest, costs and fees due the United States, with the balance remaining to be distributed to the parties as their liens or interests may appear;

e. That the Property be adjudged indivisible and be sold as a whole; and

f. That the United States receive any and all other lawful relief to which it may be entitled.

UNITED STATES OF AMERICA

RUSSELL M. COLEMAN
United States Attorney

s/ William F. Campbell
William F. Campbell
Katherine A. Bell
Assistant United States Attorneys
717 West Broadway
Louisville, Kentucky 40202
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bill.campbell@usdoj.gov
Katherine.bell@usdoj.gov

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- (For Diversity Cases Only)
- | | | | | | |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
				<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

s/ William F. Campbell

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

05/08/2008 09:34

2709267809

NRCS/USDA

PAGE 03/13

Account [REDACTED]

LATE CHARGES. If the Government has not received the full amount of any monthly payment by the end of 15 days after the date it is due, I will pay a late charge. The amount of the charge will be 4 percent of my overdue payment of principal and interest. I will pay this charge promptly, but only once for each late payment.

BORROWER'S RIGHT TO PREPAY. I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Government in writing that I am making a prepayment.

I may make a full prepayment or partial prepayment without paying any prepayment charge. The Government will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Government agrees in writing to those changes. Prepayments will be applied to my loan in accordance with the Government's regulations and accounting procedures in effect on the date of receipt of the payment.

ASSIGNMENT OF NOTE. I understand and agree that the Government may at any time assign this note without my consent. If the Government assigns the note I will make my payments to the assignee of the note and in such case the term "Government" will mean the assignee.

CREDIT ELSEWHERE CERTIFICATION. I certify to the Government that I am unable to obtain sufficient credit from other sources at reasonable rates and terms for the purposes for which the Government is giving me this loan.

USE CERTIFICATION. I certify to the Government that the funds I am borrowing from the Government will only be used for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY. If the property constructed, improved, purchased, or refinanced with this loan is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for 3 years or longer, or (3) is sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the entire remaining unpaid balance of the loan immediately due and payable. If this happens, I will have to immediately pay off the entire loan.

REQUIREMENT TO REFINANCE WITH PRIVATE CREDIT. I agree to periodically provide the Government with information the Government requests about my financial situation. If the Government determines that I can get a loan from a responsible cooperative or private credit source, such as a bank or a credit union, at reasonable rates and terms for similar purposes as this loan, at the Government's request, I will apply for and accept a loan in a sufficient amount to pay this note in full. This requirement does not apply to any cosigner who signed this note pursuant to section 502 of the Housing Act of 1949 to compensate for my lack of repayment ability.

SUBSIDY REPAYMENT AGREEMENT. I agree to the repayment (recapture) of subsidy granted in the form of payment assistance under the Government's regulations.

CREDIT SALE TO NONPROGRAM BORROWER. The provisions of the paragraphs entitled "Credit Elsewhere Certification" and "Requirement to Refinance with Private Credit" do not apply if this loan is classified as a nonprogram loan pursuant to section 502 of the Housing Act of 1949.

DEFAULT. If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default the Government may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Government may require me to immediately pay the full amount of the unpaid principal, all the interest that I owe, and any late charges. Interest will continue to accrue on past due principal and interest. Even if, at a time when I am in default, the Government does not require me to pay immediately as described in the preceding sentence, the Government will still have the right to do so if I am in default at a later date. If the Government has required me to immediately pay in full as described above, the Government will have the right to be paid back by me for all of its costs and expenses in enforcing this promissory note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorney's fees.

05/08/2008 09:34 2709267908

NRCS/USDA

PAGE 04/13

Account # [REDACTED]

NOTICES. Unless applicable law requires a different method, any notice that must be given to me under this note will be given by delivering it or by mailing it by first class mail to me at the property address listed above or at a different address if I give the Government a notice of my different address. Any notice that must be given to the Government will be given by mailing it by first class mail to the Government at USDA Rural Housing Service, c/o Customer Service Branch
Post Office Box 66889, St. Louis, MO 63166, or at a different address if I am given a notice of that different address.

OBLIGATIONS OF PERSONS UNDER THIS NOTE. If more than one person signs this note, each person is fully and personally obligated to keep all of the promises made in this note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this note is also obligated to do these things. The Government may enforce its rights under this note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this note. The term "Borrower" shall refer to each person signing this note.

WAIVERS. I and any other person who has obligations under this note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Government to demand payment of amounts due. "Notice of dishonor" means the right to require the Government to give notice to other persons that amounts due have not been paid.

WARNING: Failure to fully disclose accurate and truthful financial information in connection with my loan application may result in the termination of program assistance currently being received, and the denial of future federal assistance under the Department of Agriculture's Debarment regulations, 7 C.F.R. part 3017.

Alvin Green Seal
 Borrower Alvin Green

____ Seal
 Borrower

____ Seal
 Borrower

____ Seal
 Borrower

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 6,965.00	1/31/07	(8) \$		(14) \$	
(2) \$ 18,000	3/13/07	(9) \$		(15) \$	
(3) \$ 36,000	4/1/07	(10) \$		(16) \$	
(4) \$ 6,500	6/10/07	(11) \$		(17) \$	
(5) \$ 435	2/29/08	(12) \$		(18) \$	
(6) \$		(13) \$		(19) \$	
(7) \$		(14) \$		(20) \$	
				(21) \$	
				TOTAL \$	

MTC BK 262 PG 727

Form RD 3550-14 KY
(Rev. 12-05)

(Please Print This Line For Branding Only)

Form Approved
OMB No. 0575-0172United States Department of Agriculture
Rural Housing Service

MORTGAGE FOR KENTUCKY

THIS MORTGAGE ("Security Instrument") is made on **January 30, 2007** (Date)
The mortgagor is **ALVIN GREEN, single** ("Borrower").

This Security Instrument is given to the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

Date of Instrument	Principal Amount	Maturity Date
January 30, 2007	\$ 67,900.00	January 30, 2045

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a. For this purpose, Borrower does hereby mortgage, grant, and convey to Lender the following described property located in the County of **Wabster**, State of Kentucky

which has the address of	800 Mesterfield Drive	Providence
Kentucky	42450	02769
(ZIP)	(ZIP)	(ZIP)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Page 1 of 6

Exhibit B

MTG BK 262 PG 728

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law or federal regulation that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held by a federal agency (including Lender) or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice

NTG: BK 262 PG 729

identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse Lender for all of Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the property.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, at Lender's option Lender may obtain coverage to protect Lender's rights in the Property pursuant to paragraph 7.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If after acceleration the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leasehold.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Refinancing.** If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

MTG BK 262 PG 730

shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

15. **Borrower's Copy.** Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

17. **Nondiscrimination.** If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, handicap, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national origin, handicap, age or familial status.

18. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. "Here is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice

MTG BK 262 PG 731

will state the name and address of the new Loan Servicer and the address to which payments should be made.

19. **Uniform Federal Non-Judicial Foreclosure.** If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations.

As used in this paragraph "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal laws and regulations and laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. **Cross Collateralization.** Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **SHOULD DEFAULT** occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the Property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the Property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

23. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to Lender, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the Property, Lender and its agents may bid and purchase as a stranger and may pay Lender's share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.

24. Borrower agrees that Lender will not be bound by any present or future state laws, (a) providing for valuation, appraisal, homestead or exemption of the Property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which Lender may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the Property to a new Borrower. Borrower expressly waives the benefit of any such state law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

25. **Release.** Upon termination of this mortgage, after payment in full, the mortgage, at Borrower's expense, shall execute and file or record such instruments of release, satisfaction and termination in proper form pursuant to the requirements contained in KRS 382.365.

26. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box)

☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other(s) [specify]

MIC BK 262 PG 732

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider executed by Borrower and recorded with this Security Instrument

Alvin Green (SEAL)
ALVIN GREEN Borrower

Borrower (SEAL)

STATE OF KENTUCKY
COUNTY OF BOYD

as:

ACKNOWLEDGMENT

Before me, April L. Terry, a Notary Public in and for the County of
personally appeared Alvin Green, a single person

who acknowledged that he executed the foregoing
instrument on the 30th day of January, 2007 as his free act and deed.

WITNESS my hand and official seal this 30th day of January, 2007

(SEAL)

April L. Terry Notary Public

28.10

My commission expires

PREPARER'S STATEMENT

The form of this instrument was drafted by the Office of the General Counsel of the United States Department of Agriculture, and the material in the blank spaces in the form was inserted by or under the direction of:

J. Keith Cartwright

(Name)

Post Office Box 693, Madisonville, Kentucky, 42431

(Address)

RECORDER'S CERTIFICATE

STATE OF KENTUCKY
COUNTY OF _____

ss:

I, _____, Clerk of the County Court for the County aforesaid, do certify that the
foregoing mortgage was on the _____ day of _____
lodged for record _____ at _____ o'clock _____ M., whereupon the same, with the foregoing and this certificate, have been duly
recorded in my office.

Given under my hand this _____ day of _____,

Clerk of _____ County Court

By _____, D.C.

MICBK 262 PG 733

EXHIBIT A - LEGAL DESCRIPTION

A certain lot located in Providence, at the intersection of Westerfield Drive and South Foxwell Avenue, said lot being the Alvin and Calvin Green Lot (DB 178, P 431), and described by metes and bounds as follows:

Beginning at an iron pin set on the southeast side of Westerfield Drive, 22 feet from the center, at the back of the existing sidewalk, and the northeast side of South Foxwell Avenue, said point being the point of beginning; thence with the southeast side of Westerfield Drive and the back of said sidewalk North 26' 10' 33" East, a distance of 66.28 feet to an iron pin set on the southeast side of Westerfield Drive at the back of said sidewalk, a corner to Sarah Thomas Est. (DB 105, P 259); thence with Thomas South 48' 30' 00" East, a distance of 125.23 feet to an iron pin set in the line of Norales and Arthur Walters (no record found); thence with Walters South 36' 30' 00" West, a distance of 74.48 feet to an iron pin set on the northeast side of South Foxwell Avenue; thence with the northeast side of South Foxwell Avenue North 43' 21' 32" West, a distance of 114.66 feet to the point of beginning; said described tract containing 8,205.62 square feet, more or less, pursuant to a survey by Keith Whitledge, PLS #3399, on September 13, 2006.

Being the same property conveyed by Calvin Green and his wife, Carolyn Jena Green, to Alvin Green by deed dated November 28, 2006 of record in Deed Book 263, page 398 of the Webster County Court Clerk's Office.

STATE OF KENTUCKY >SO
COUNTY OF WEBSTER
This instrument was filed for record on the
21st day of Jan 2021
at 10:13 P.M. and is duly recorded in
book 262
page 727
VALERIE FRANKLIN, CLERK
Cheryl Brown D.C.

05/08/2008 09:34 2789267808

NRCS/USDA

PAGE 05/13

Form RD 3550-12
(Rev. 9-06)United States Department of Agriculture
Rural Housing ServiceForm Approved
OMB No. 0575-0172

Account # [REDACTED]

SUBSIDY REPAYMENT AGREEMENT

Only one agreement should be executed by the subject borrower for the subject property. The agreement is completed at the closing of the first Agency loan to the borrower regardless of whether or not they qualify for payment assistance at that time.

1. As required under section 521 of the Housing Act of 1949 (42 U.S.C. 1490a), subsidy received in accordance with a loan under section 502 of the Housing Act of 1949 is repayable to the Government upon the disposition or nonoccupancy of the security property. Deferred mortgage payments are included as subsidy under this agreement.

2. When I fail to occupy or transfer title to my home, recapture is due. If I refinance or otherwise pay in full without transfer of title and continue to occupy the property, the amount of recapture will be calculated but payment of recapture can be deferred, interest free, until the property is subsequently sold or vacated. If deferred, the Government mortgage can be subordinated but will not be released nor the promissory note satisfied until the Government is paid in full. In situations where deferral of recapture is an option, recapture will be discounted 25% if paid in full at time of settlement.

3. Calculating Original Equity.

For Self-Help loans, the market value is the appraised value as determined at the time of loan approval/obligation, which is subject to completion per plans and specifications. If the house is not ultimately furnished under the Self-Help program, an amended agreement using the market value definition for all other transactions as outlined below must be completed.

For all other transactions, the market value is the lower of the:

Sales price, construction/rehabilitation cost, or total of these costs, whichever is applicable

OR

Appraised value as determined at the time of loan approval/obligation.

If the applicant owns the building site free and clear or if an existing non-Agency debt on the site without a dwelling will not be refinanced with Agency funds, the market value will be the lower of the appraised value or the construction cost plus the value of the site.

Market value of property located at:

800 Westerfield Drive

Providence, KY 42450

\$ 87,500.00

Less Prior Liens

\$

Held by

\$

Held by

Less Subordinate Affordable Housing Products

\$

Held by

\$

Held by

Less Rural Development Single Family Housing Loans
Equals Original Equity (If negative number use "0")

\$ 88,300.00

\$ 0.00

Percent of Original Equity

\$ 0.00

%

(Determined by dividing original equity by the market value)

4. If all loans are not subject to recapture, or if all loans subject to recapture are not being paid, the amount to be recaptured is computed according to the following formula. Divide the balance of loans subject to recapture that are being paid by the balance of all open loans. Multiply the result by 100 to determine the percent of the outstanding balance of open loans being paid.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Exhibit C

05/08/2008 09:34 2709267808

NRCS/USDA

PAGE 06/13

5.

months loan outstanding	Average interest rate paid							
	1 %	1.1 2%	2.1 3%	3.1 4%	4.1 5%	5.1 6%	6.1 7%	>7%
0 - 59	.50	.50	.50	.50	.44	.32	.22	.11
60 - 119	.50	.50	.50	.49	.42	.31	.21	.11
120 - 179	.50	.50	.50	.48	.40	.30	.20	.10
180 - 239	.50	.50	.49	.42	.36	.26	.18	.09
240 - 299	.50	.50	.46	.38	.33	.24	.17	.09
300 - 359	.50	.45	.40	.34	.29	.21	.14	.09
360 & up	.47	.40	.36	.31	.26	.19	.13	.09

6. Calculating Recapture

Current Market value

LESS

Original amount of prior liens and subordinate affordable housing products,
 RHS balance,
 Reasonable closing costs,
 Principal reduction at note rate,
 Original equity (see paragraph 3), and
 Capital improvements (see 7 CFR part 3550).

EQUALS

Appreciation value. (If this is a positive value, continue.)

TIMES

Percentage in paragraph 4 (if applicable),
 Percentage in paragraph 5, and
 Return on borrower's original equity (100% - percentage in paragraph 3).

EQUALS

Value appreciation subject to recapture. Recapture due equals the lesser of this figure or
 the amount of subsidy received.

Borrower agrees to pay recapture in accordance with this agreement.

Borrower	<i>Alan Green</i>	Date	04-08-2008
Borrower		Date	04-08-2008

05/01/2008 09:48 2789267808

NRCS/USDA

PAGE 18/21

Form RD 1940-16
(Rev. 7-05)Form Approved
OMB No. 0575-0172UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL HOUSING SERVICE

PROMISSORY NOTE

Type of Loan SECTION 502Loan No. [REDACTED] 01Date: 08/10 20 07

SATISFIED

This day of , 20
United States of America
By:
Title:
USDA, Rural Housing Services800 Westerfield Drive

(Property Address)

ProvidenceWebsterXY

(City or Town)

(County)

(State)

BORROWER'S PROMISE TO PAY. In return for a loan that I have received, I promise to pay to the order of the United States of America, acting through the Rural Housing Service (and its successors) ("Government") \$ 19,600.00 (this amount is called "principal"), plus interest.

INTEREST. Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of 5.7500 %. The interest rate required by this section is the rate I will pay both before and after any default described below.

PAYMENTS. I agree to pay principal and interest using one of two alternatives indicated below: AG AG

I. Principal and interest payments shall be temporarily deferred. The interest accrued to April 8 August 30, 2008 shall be added to the principal. The new principal and later accrued interest shall be payable in 44 regular amortized installments on the date indicated in the box below. I authorize the Government to enter the amount of such new principal here: \$ 19,710.23, and the amount of such regular installments in the box below when such amounts have been determined. I agree to pay principal and interest in installments as indicated in the box below.

II. Payments shall not be deferred. I agree to pay principal and interest in installments as indicated in the box below. AG AG AG

I will pay principal and interest by making 1 payment every month.
I will make my monthly payment on the 28th day of each month beginning on May 8 September 20, 2008 and continuing for 44 months. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this note. My monthly payments will be applied to interest before principal. If on August 10, 2045, I still owe amounts under this note, I will pay those amounts in full on that date, which is called the "maturity date."
My monthly payment will be \$ 107.02. I will make my monthly payment at the post office address noted on my billing statement or a different place if required by the Government.

PRINCIPAL ADVANCES. If the entire principal amount of the loan is not advanced at the time of loan closing, the unadvanced balance of the loan will be advanced at my request provided the Government agrees to the advance. The Government must make the advance provided the advance is requested for an authorized purpose. Interest shall accrue on the amount of each advance beginning on the date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of such advance on the Record of Advances.

HOUSING ACT OF 1949. This promissory note is made pursuant to title V of the Housing Act of 1949. It is for the type of loan indicated in the "Type of Loan" block at the top of this note. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Exhibit D

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NRCS/USDA

PAGE 19/21

Account # [REDACTED]

LATE CHARGES. If the Government has not received the full amount of any monthly payment by the end of 15 days after the date it is due, I will pay a late charge. The amount of the charge will be 4 percent of my overdue payment of principal and interest. I will pay this charge promptly, but only once for each late payment.

BORROWER'S RIGHT TO PREPAY. I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Government in writing that I am making a prepayment.

I may make a full prepayment or partial prepayment without paying any prepayment charge. The Government will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Government agrees in writing to those changes. Prepayments will be applied to my loan in accordance with the Government's regulations and accounting procedures in effect on the date of receipt of the payment.

ASSIGNMENT OF NOTE. I understand and agree that the Government may at any time assign this note without my consent. If the Government assigns the note I will make my payments to the assignee of the note and in such case the term "Government" will mean the assignee.

CREDIT ELSEWHERE CERTIFICATION. I certify to the Government that I am unable to obtain sufficient credit from other sources at reasonable rates and terms for the purposes for which the Government is giving me this loan.

USE CERTIFICATION. I certify to the Government that the funds I am borrowing from the Government will only be used for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY. If the property constructed, improved, purchased, or refinanced with this loan is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for 3 years or longer, or (3) is sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the entire remaining unpaid balance of the loan immediately due and payable. If this happens, I will have to immediately pay off the entire loan.

REQUIREMENT TO REFINANCE WITH PRIVATE CREDIT. I agree to periodically provide the Government with information the Government requests about my financial situation. If the Government determines that I can get a loan from a responsible cooperative or private credit source, such as a bank or a credit union, at reasonable rates and terms for similar purposes as this loan, at the Government's request, I will apply for and accept a loan in a sufficient amount to pay this note in full. This requirement does not apply to any cosigner who signed this note pursuant to section 502 of the Housing Act of 1949 to compensate for my lack of repayment ability.

SUBSIDY REPAYMENT AGREEMENT. I agree to the repayment (recapture) of subsidy granted in the form of payment assistance under the Government's regulations.

CREDIT SALE TO NONPROGRAM BORROWER. The provisions of the paragraphs entitled "Credit Elsewhere Certification" and "Requirement to Refinance with Private Credit" do not apply if this loan is classified as a nonprogram loan pursuant to section 502 of the Housing Act of 1949.

DEFAULT. If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default the Government may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Government may require me to immediately pay the full amount of the unpaid principal, all the interest that I owe, and any late charges. Interest will continue to accrue on past due principal and interest. Even if, at a time when I am in default, the Government does not require me to pay immediately as described in the preceding sentence, the Government will still have the right to do so if I am in default at a later date. If the Government has required me to immediately pay in full as described above, the Government will have the right to be paid back by me for all of its costs and expenses in enforcing this promissory note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

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NRCS/USDA

PAGE 21/21

VTG BK 269 PG 255

EXHIBIT "A"

A certain lot located in Providence, at the intersection of Westerfield Drive and South Foxwell Avenue, said lot being the Alvin and Calvin Green lot (DB 178, P 431), and described by metes and bounds as follows:

Beginning at an iron pin set on the southeast side of Westerfield Drive, 22 feet from the center, at the back of the existing sidewalk, and the northeast side of South Foxwell Avenue, said point being the point of beginning; thence with the southeast side of Westerfield Drive and the back of said sidewalk North 26 deg 10' 33" East, a distance of 66.28 feet to an iron pin set on the southeast side of Westerfield Drive at the back of said sidewalk, a corner to Sarah Thomas Est. (DB 105, P 256); thence with Thomas South 48 deg 30' 00" East, a distance of 125.23 feet to an iron pin set in the line of Norales and Arthur Walters (no record found); thence with Walters South 36 deg 30' 00" West, a distance of 74.48 feet to an iron pin set on the northeast side of South Foxwell Avenue; thence with the Northeast side of South Foxwell Avenue North 43 deg 21' 32" West, a distance of 114.66 feet to the point of beginning; said described tract containing 8,205.62 square feet, more or less, pursuant to a survey by Keith Whiteledge, PLS #3399, on September 13, 2006; and

Being the same property conveyed to Robina Phillips, Mary E. Green, Alvin Green, and Calvin Green, by Deed dated August 21, 1979 and filed in Book 178, Page 431; and

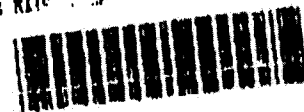
Thereafter Robina Phillips departed this life intestate and pursuant to Affidavit of Descent (Book 263, Page 397) all of her right, title and interest was conveyed to Mary E. Green; and

Thereafter Mary E. Green departed this life and pursuant to Affidavit of Descent (Book 263, Page 397) all of her right, title and interest was conveyed to Alvin Green and Calvin Green; and

Thereafter being the same property conveyed to Alvin Green, by Deed dated November 28, 2006 and recorded January 31, 2007 in Book 263, Page 398 in Webster County Kentucky.

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DC: RILEY



FILED ON 10/10/2019 11:47:10 AM
 BOOK: 178 PAGE: 431
 PAGE: 249 - 255
 COUNTY: Webster County

MTG BK 269 PG 249

Form RD 3550-14 KY
(Rev. 12-05)

(Space Above This Line For Recording Date)

United States Department of Agriculture
Rural Housing ServiceForm Approved
OMB No. 0575-0172

MORTGAGE FOR KENTUCKY

19631 AMERICAN TITLE
530 FREDERICA STREET
OWENSBORO, KENTUCKY 42301

THIS MORTGAGE ("Security Instrument") is made on August 10, 2007

(Date)

The mortgagor is Alvin Green, Single

("Borrower")

This Security Instrument is given to the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

Date of Instrument	Principal Amount	Maturity Date
August 10, 2007	\$19,600.00	August 10, 2045
January 30, 2007	\$67,900.00	January 30, 2045

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(a) or 1490a. For this purpose, Borrower does hereby mortgage, grant, and convey to Lender the following described property located in the County of Webster

, State of Kentucky

SEE ATTACHED EXHIBIT "A"

which has the address of 800 Westerfield Drive, Providence, KY 42450

Kentucky (Zip) ("Property Address"); (City)

A 9

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Page 1 of 6

Exhibit E

VTG BK 269 PG 250

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law or federal regulation that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held by a federal agency (including Lender) or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or still the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice

WTG BK 269 PG 251

identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse Lender for all of Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the property.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, at Lender's option Lender may obtain coverage to protect Lender's rights in the Property pursuant to paragraph 7.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If after acceleration the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Refinancing. If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

A9

MTG BX 269 PG 252

shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

15. **Borrower's Copy.** Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

17. **Nondiscrimination.** If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, handicap, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national origin, handicap, age or familial status.

18. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice

A 9

VTG BK 269 PG 253

will state the name and address of the new Loan Servicer and the address to which payments should be made.

19. **Uniform Federal Non-Judicial Foreclosure.** If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations.

As used in this paragraph "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal laws and regulations and laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. **Cross Collateralization.** Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **SHOULD DEFAULT** occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the Property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the Property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

23. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to Lender, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the Property, Lender and its agents may bid and purchase as a stranger and may pay Lender's share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.

24. Borrower agrees that Lender will not be bound by any present or future state laws, (a) providing for valuation, appraisal, homestead or exemption of the Property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which Lender may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the Property to a new Borrower. Borrower expressly waives the benefit of any such state law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

25. **Release.** Upon termination of this mortgage, after payment in full, the mortgagee, at Borrower's expense, shall execute and file or record such instruments of release, satisfaction and termination in proper form pursuant to the requirements contained in KRS 382.365.

26. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box)

☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other(s) [specify]

A9

VTO BK 269 PG 254

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider executed by Borrower and recorded with this Security Instrument

Alvin Green [SEAL]
Alvin Green Borrower
[SEAL]

STATE OF KENTUCKY }
COUNTY OF Webster }

ACKNOWLEDGMENT

Before me, Darlene Prather, a Notary Public in and for the County of Henderson, personally appeared Alvin Green, single who acknowledged that he executed the foregoing instrument on the 10 day of August, 2007 as his free act and deed.

WITNESS my hand and official seal this 10 day of August, 2007.

(SEAL)



DARLENE PRATHER
Notary Public - State of Large, Kentucky
Commission Expires: January 6, 2011

Notary Public

My commission expires

PREPARER'S STATEMENT

The form of this instrument was drafted by the Office of the General Counsel of the United States Department of Agriculture, and the material in the blank spaces in the form was inserted by or under the direction of:

Prepared By:
First American Title Insurance Company

(Name)

(Address)

RECORDER'S CERTIFICATE

STATE OF KENTUCKY }
COUNTY OF _____ }

Shawn R. Probert
530 Frederica Street
Owensboro, KY 42301
270.926.1453

I, _____, Clerk of the County Court for the County aforesaid, do certify that the foregoing mortgage was on the _____ day of _____ lodged for record _____ at _____ o'clock _____ M., whereupon the same, with the foregoing and this certificate, have been duly recorded in my office.

Given under my hand this _____ day of _____.

Clerk of _____ County Court
By _____, D.C.

VTO BK 269 PG 255

EXHIBIT "A"

A certain lot located in Providence, at the intersection of Westerfield Drive and South Foxwell Avenue, said lot being the Alvin and Calvin Green lot (DB 178, P 431), and described by metes and bounds as follows:

Beginning at an iron pin set on the southeast side of Westerfield Drive, 22 feet from the center, at the back of the existing sidewalk, and the northeast side of South Foxwell Avenue, said point being the point of beginning; thence with the southeast side of Westerfield Drive and the back of said sidewalk North 26 deg 10' 33" East, a distance of 66.28 feet to an iron pin set on the southeast side of Westerfield Drive at the back of said sidewalk, a corner to Sarah Thomas East. (DB 105, P 256); thence with Thomas South 48 deg 30' 00" East, a distance of 125.23 feet to an iron pin set in the line of Morales and Arthur Walters (no record found); thence with Walters South 36 deg 30' 00" West, a distance of 74.48 feet to an iron pin set on the northeast side of South Foxwell Avenue; thence with the Northeast side of South Foxwell Avenue North 43 deg 21' 32" West, a distance of 114.66 feet to the point of beginning; said described tract containing 8,205.62 square feet, more or less, pursuant to a survey by Keith Whiteledge, PLS #3399, on September 13, 2006; and

Being the same property conveyed to Robina Phillips, Mary E. Green, Alvin Green, and Calvin Green, by Deed dated August 21, 1979 and filed in Book 178, Page 431; and

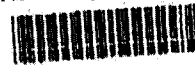
Thereafter Robina Phillips departed this life intestate and pursuant to Affidavit of Descent (Book 263, Page 397) all of her right, title and interest was conveyed to Mary E. Green; and

Thereafter Mary E. Green departed this life and pursuant to Affidavit of Descent (Book 263, Page 397) all of her right, title and interest was conveyed to Alvin Green and Calvin Green; and

Thereafter being the same property conveyed to Alvin Green, by Deed dated November 28, 2006 and recorded January 31, 2007 in Book 263, Page 398 in Webster County Kentucky.

A 9

DC: REC: 10/10/19



1-7455
 Filed 10/10/19 11:47:13 AM
 Page 7 of 7
 Page 255 of 255
 10-10-19 11:47:13 AM Webster County

1.00 St.
5.00 Ck.
6.00
V.T.11.00

8-29-79

Returned to

Robina Phillips
817 Westerfield Drive
Providence, Ky. 42450

00431

COMMISSIONER'S DEED WITH LICH

WHEREAS in the action of

ARTIE LEE WINSTEAD
against

Plaintiff

REGINA CALIBORNE, ET AL

Defendant

pending in the Mahster Circuit Court, an order was entered at the June 18 Term, 1979, directing Elmon Whitledge Master Commissioner of said Court, to expose for sale at public auction, to the highest and best bidder, the property hereinafter described; and WHEREAS, said property was sold in accordance with said order, on the 10th day of August 1979, for the sum of

Eleven thousand one hundred Dollars

and no cents, when Robina Phillips, et al became the purchaser

thereof; and WHEREAS, the report of said sale was confirmed by said Court on the 21st

day of August, 1979, and an order was entered directing Elmon Whitledge, Master Commissioner to execute a Deed of Conveyance of said property to said

Robina Phillips, Mary E. Green, Alvin Green, and Calvin Green,

but for greater certainty, the record and proceedings in said case are referred to.

Now, therefore, this indenture, made and entered into this 21st day of August 1979

by and between Elmon Whitledge, Master Commissioner of said court, who conveys for and on behalf of

Regina Caliborne, Artie Lee Winstead, Richard F. Morrow, Corinna Moody,

Eulus Morrow, Sammy Morrow, Willie Cos, Cora Mae Gibson, Robert D. Gibson,

Swendolyn Gibson, Valerie Jean Gibson, Wanda R. Arnold, Lotta Rice,

Leander Gibson, Calvin Gibson, Carolyn Gibson, Grone Gibson, Michelle

C. Gibson, Lederal Gibson, Claudia Boles, Mattie Cos, Mionie Woolfolk,

Evelyn Weir and Frank Hampton.

of the first part, and Robina Phillips, Mary E. Green, Alvin Green & Calvin Green,

of the second part, WITNESSETH, that for and in consideration of the premises, and by virtue of the

power by law vested in him, the party of the first part, Elmon Whitledge as Master Commissioner aforesaid, has

sold and by this writing does convey to said part ies of the second part and their

heirs and assigns forever, the following described property, to wit:

TAX IN THE AMOUNT OF \$ 11.00

PAID 8-29-79

Jo D. B. [Signature]

Exhibit F

00432

One house and lot in Providence, Kentucky, and known as the Perry Sugg house and lot and which is located on the south of Dixon Street, and the east side of Foxwell Avenue, and also lying on the west side of Lavan Harrison. Less, however, the coal and mineral rights.

Being the same property conveyed to Sam Massey and wife, Jessie Massey, as joint tenants with right of survivorship by deed dated September 23, 1947, and recorded in Deed Book 103, page 317, and being the same property acquired by Katie Pearl Jones upon the death of Sam Massey and Jessie Massey, as shown by Affidavit of Descent dated _____ and recorded in Deed Book 178, page 44, in the office of the County Court Clerk of Webster County, Kentucky.

To have and to hold said property with its appurtenances, unto the said grantee, heirs and assigns. And the said Commissioner conveys all the right, title and interest, legal and equitable of the said Regina Caliborne, et al

with such covenant of warranty as he is authorized by the judgment, orders, and proceedings in said cause to make, and no further; but he does not bind himself personally by anything contained herein in any event whatever. A lien is hereby retained to secure the unpaid purchase money.

IN TESTIMONY WHEREOF, said Elmon Whittedge as Master Commissioner aforesaid, has herunto subscribed his name, this 21st day of August, 1979.

Elmon Whittedge

Master Commissioner.

Acknowledged by the Commissioner, examined, found correct and approved in open Court, and ordered to be certified for record, this 21st day of August, 1979.

Bill Don Patton

Judge, W. C. C.

00432

00433

STATE OF KENTUCKY,

Webster

Circuit Court

} Sec.

I, Patty Chandler Clerk of Webster Circuit Court,

do hereby certify that this Deed, from

Regina Caliborne, et alby Elmer Whitledge Master Commissioner of said Court, toRobina Phillips, et alwas, on the 21 day of August 1979, presented in open Court bysaid Commissioner, and was by him duly acknowledged to be his act and deed. And the said Deed having been examined by the Court, was approved and confirmed and so indorsed by the Judge, and ordered to be transmitted, duly certified, to the Clerk of theWebster

County Court for record, which is now done accordingly.

Given under my hand, this 21 day of August 1979

Attest:

Patty H. Chandler ClerkBy James Blackburn D.C.

STATE OF KENTUCKY,

County of Webster

} Sec.

I, James Blackburn Clerk of the Webster County

Court, do hereby certify that the foregoing Deed, from

Regina Caliborne, et al by Elmer Whitledge, MasterCommissioner of the Webster Circuit Court, toRobina Phillips, et al

was produced to me in my office on

the 27 day of August 1979, certified as above for record.

Whereupon the same, and the foregoing, and this certificate have been duly recorded in my office.

Given under my hand, this 27 day of August 1979

Attest:

James Blackburn ClerkBy James Blackburn D.C.

STATE OF KENTUCKY) This instrument was filed for record on the 27 day of August
) SCT 1979, at 2:55 PM., and is duly recorded in Deed Book 178 Page 231
 COUNTY OF WEBSTER) JO NELL BLACKBURN, Clerk BY: James Blackburn D.C.

DEED 178 231
 1979 AUG 27 2 55 PM

IN RE: ESTATE OF ROBINA PHILLIPS
92-P-071

Filed in open court this 12 day of May 19 92
Will tendered in open Court this 12 day of May 19 92
Upon hearing the will offered was proven by William E. Mitchell
and ordered probated as the last will and testament of decedent this 12 day of May 19 92
and the Court appoints Mary Gash Executor-Administrator of said estate
and fixes bond in the sum of \$20,000 w/ adequate surety W. E. Mitchell Judge

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

WAIVER OF NOTICE AND REQUEST
FOR APPOINTMENT OF FIDUCIARY

We, the undersigned, surviving spouse and next of kin _____
DECEASED, resident of _____, Kentucky,
herby waive notice of the presentation of said decedent's will for probate and/or appointment of fiduciary, and
request the court to appoint _____ as Execut _____ or Administrat _____

COMMONWEALTH OF KENTUCKY
COUNTY OF Webster

AFFIDAVIT OF SURETY

Affiant, Nettie Mae Woolfolk states that affiant is a resident of the Commonwealth of
Kentucky, and that affiant has fee simple to and beyond amount of liens or encumbrances and homestead exemptions
and subject to execution, real estate of value of \$ 20,000 located at Rt 1, Box 277, Campbellton
Proo. Jones,
in affiant's own name. Value of Property \$ 20,000 Encumbrances \$ _____ Homestead _____

Nettie Mae Woolfolk
Subscribed and sworn to before me by above named affiant this _____ 19 _____
Clerk

ENTERED

By _____ D.C.

MAY 12 1992

CONNIE LOWMEYER, CLERK
WEBSTER DISTRICT COURT
By ds D.C.

AOC 81-805 Page 2

A TRUE COPY
ATTEST: CLERK OF DISTRICT COURT
By Connie Lowmeyer D.C.

000509

STATE OF KENTUCKY) This instrument was filed for record on the 12 day of May,
COUNTY OF WEBSTER) SCT 1992, at 11:00 AM, and is duly recorded in 9811 Book 15 Page 509.
JO NELL BLACKBURN, Clerk By: Clarence Brown D. C.

Exhibit G

000510

W I L L

I, Robina Phillips, of 800 Weaterfield Drive, Providence, Webster County, Kentucky, do make, declare, and publish the following as my Last Will and Testament, hereby revoking all former Wills and Codicils made by me.

ITEM I

I direct that my just debts and funeral expenses be paid as soon as is practicable after my death.

ITEM II

I nominate and appoint my daughter, Mary Green, as Executrix of this, my Will, and direct that she be required to post bond with adequate surety.

ITEM III

I devise and bequeath all of the rest and residue of my property, both real and personal, wheresoever situated, after the payment of all outstanding indebtedness and cost of burial to Mary Green, Calvin Green and Alvin Green, in equal shares.

Witness my hand in duplicate this 22nd day of August, 1990.

Robina Phillips

WEM

JCB

DEED BK 263 PG 396

AFFIDAVIT OF DESCENT FOR MARY E. GREEN

Comes the Affiant, Alvin Green, who after being first duly sworn, does state as follows:

The Affiant states that he is the son of Mary E. Green who died intestate on April 9, 2006 a resident of Colonial Terrace Nursing Home, Sebree, Webster County, Kentucky. At the time of her death, Mary E. Green was survived by the following persons who are her only heirs-at-law and who inherited any interest she had in any real estate in the Commonwealth of Kentucky:

Name	Relationship	Interest Inherited
Alvin Green 800 Westerfield Drive Providence, Kentucky, 42450	Son	1/2
Calvin Green 800 Westerfield Green Providence, Kentucky, 42450	Son	1/2

So stated by the Affiant this 24th day of October, 2006.

Alvin Green
ALVIN GREEN

STATE OF KENTUCKY)
) SCT.
COUNTY OF WEBSTER)

The foregoing Affidavit of Descent for Mary E. Green was acknowledged, sworn to, and subscribed before me by Alvin Green, a person known to me or presenting sufficient evidence of his identification, on this 24th day of October, 2006.

Shirley D. Telford
Notary Public
My commission expires: August 9, 2007

Prepared by: J. Keith Cartwright
FRYMIRE, EVANS, PEYTON,
TEAGUE & CARTWRIGHT
Post Office Box 695
Madisonville, KY 42431
(270) 821-6165

J. Keith Cartwright
Attorney at Law
JWC, att. 2006RS, 1011Green, Aff. Descent

STATE OF KENTUCKY -SC
COUNTY OF WEBSTER
This instrument was filed for record on the
24th day of Jan, 2007
at 10:10 A.M. and is duly recorded in
Book 263
Page 396
VALERIE FRANKLIN, CLERK
Valerie Franklin D.C.

Exhibit H

DEED BK 263 PG 397

AFFIDAVIT OF DESCENT FOR ROBINA PHILLIPS

Comes the Affiant, Alvin Green, who after being first duly sworn, does state as follows:

The Affiant states that he is the grandson of Robina Phillips who died intestate on May 3, 1992 a resident of Colonial Terrace Nursing Home, Sebree, Webster County, Kentucky. At the time of her death, Robina Phillips was survived by the following person who is her only heir-at-law and who inherited any interest she had in any real estate in the Commonwealth of Kentucky:

Name	Relationship	Interest Inherited
Mary E. Green 3991 Dixon Street Cincinnati, Ohio, 45229	Daughter	Entirety

So stated by the Affiant this 24 day of October, 2006.

Alvin Green
ALVIN GREEN

STATE OF KENTUCKY)
) SCT.
COUNTY OF WEBSTER)

The foregoing Affidavit of Descent for Robina Phillips was acknowledged, sworn to, and subscribed before me by Alvin Green, a person known to me or presenting sufficient evidence of his identification, on this 24 day of October, 2006.

Notary Public
My commission expires August 2, 2007

Prepared by: J. Keith Cartwright
FRYMIRE, EVANS, PEYTON,
TEAGUE & CARTWRIGHT
Post Office Box 695
Madisonville, KY 42431
(270) 821-6165

J. Keith Cartwright
Attorney at Law

JKC:alt.2006RE.1011Phillips.Aff.Descent

STATE OF KENTUCKY)
COUNTY OF WEBSTER)
This instrument was filed for record on the
24 day of Oct, 2007
at 11:11 A.M. and is duly recorded in
Book 263
page 397
VALERIE FRANKLIN, CLERK
Clara R. Rector D.C.



Exhibit I

DEED BK 263 PG 398

THIS DEED OF CONVEYANCE made and entered into by and between CALVIN GREEN and his wife, CAROLYN JENA GREEN, 800 Westerfield Drive, Providence, Kentucky, 42450, hereinafter referred to as the "Grantors", and ALVIN GREEN, 800 Westerfield Drive, Providence, Kentucky, 42450, hereinafter referred to as the "Grantee";

WITNESSETH: That for and in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00) cash in hand paid and for the love and affection with the Grantor, Calvin Green, has for the Grantee, who is his brother, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey unto the Grantee, his heirs and assigns forever, the following described property located in Webster County, Kentucky, more particularly bounded and described as follows:

A certain lot located in Providence, at the intersection of Westerfield Drive and South Foxwell Avenue, said lot being the Alvin and Calvin Green lot (DB 178, P 431), and described by metes and bounds as follows:

Beginning at an iron pin set on the southeast side of Westerfield Drive, 22 feet from the center, at the back of the existing sidewalk, and the northeast side of South Foxwell Avenue, said point being the point of beginning; thence with the southeast side of Westerfield Drive and the back of said sidewalk North 26° 10' 33" East, a distance of 66.28 feet to an iron pin set on the southeast side of Westerfield Drive at the back of said sidewalk, a corner to Sarah Thomas Est. (DB 105, P 259); thence with Thomas South 48° 30' 00" East, a distance of 125.23 feet to an iron pin set in the line of Norales and Arthur Walters (no record found); thence with Walters South 36° 30' 00" West, a distance of 74.48 feet to an iron pin set on the northeast side of South Foxwell Avenue; thence with the northeast side of South Foxwell Avenue North 43° 21' 32" West, a distance of 114.66 feet to the point of beginning; said described tract containing 8,205.62 square feet, more or less, pursuant to a survey by Keith Whitley, PLS #3399, on September 13, 2006.

Being the same property conveyed by Elmon Whitley, Master Commissioner, et al., to Robina Phillips, Mary E. Green, Alvin Green, and Calvin Green by deed dated August 21, 1979 of record in Deed Book 178, page 431 of the Webster County Court Clerk's Office. Robina Phillips died intestate May 3, 1992 and pursuant to the Affidavit of Descent for her of record in Deed Book 263, page 397 of the Webster County Court Clerk's Office her interest in the property passed to her daughter, Mary E. Green. Mary E. Green died intestate April 9, 2006 and pursuant to the Affidavit of Descent for her of record in

TO THE AMOUNT OF \$100.00

PAID 10/10/19

CLERK OF COURT



Exhibit J

DEED BK 263 PG 399

Deed Book 263, page 397 of the Webster County Court Clerk's Office her interest in the property passed to her two sons, Alvin Green and Calvin Green.

TO HAVE AND TO HOLD the above described real property, together with all of the appurtenances thereunto belonging unto the Grantee, his heirs and assigns forever, with Covenant of General Warranty of Title.

The parties hereto state that the consideration reflected in this deed is the full consideration paid for the property. The Grantee joins in the execution of this deed for the sole purpose of certifying the consideration pursuant to KRS Chapter 382.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this 28 day of ^{November} October, 2006.

GRANTORS:

X Calvin Green
CALVIN GREEN

X Carolyn Jena Green
CAROLYN JENA GREEN

GRANTEE:

X Alvin Green
ALVIN GREEN

STATE OF KENTUCKY)
) SCT.
COUNTY OF WEBSTER)

The foregoing Deed and Consideration Certificate was subscribed, acknowledged and sworn to before me by Calvin Green and his wife, Carolyn Jena Green, persons known to me or presenting sufficient evidence of their identification, on this 28 day of ^{November} October, 2006.

[Signature]
Notary Public, State at Large, KY
My Commission Expires: August 9, 2027

STATE OF KENTUCKY)
) SCT.
COUNTY OF WEBSTER)

The foregoing Deed and Consideration Certificate was subscribed, acknowledged and sworn to before me by Alvin Green, a person known to me or presenting sufficient evidence of his

DEED BK 263 PG 400

identification, on this 30th day of January, 2007.

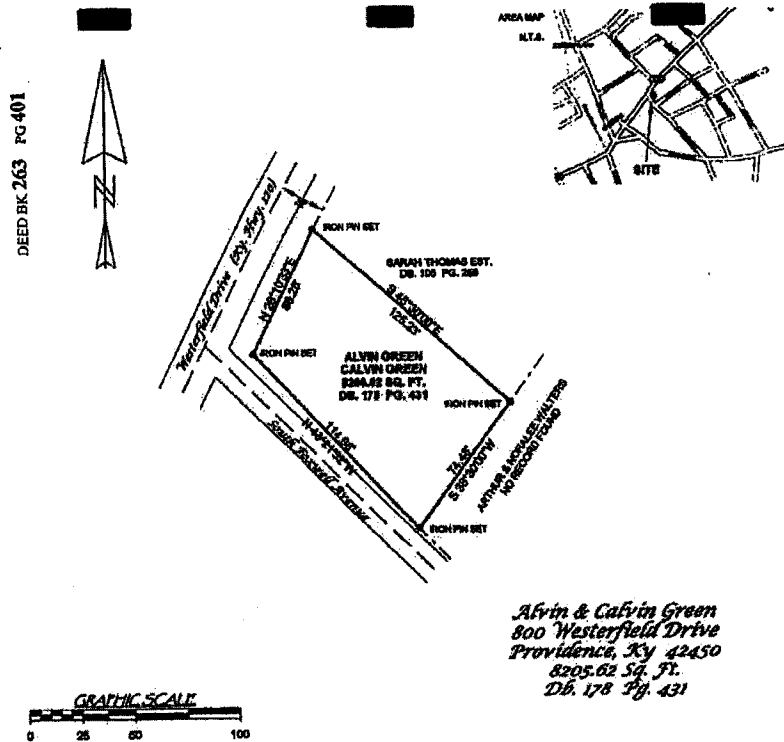
J. Keith Cartwright
Notary Public, State of Ky
My Commission Expires: 2/2/08

Prepared by: J. Keith Cartwright
FRYMIRE, EVANS, PEYTON,
TEAGUE & CARTWRIGHT
Post Office Box 695
Madisonville, KY 42431
(270) 821-6165

J. Keith Cartwright
Attorney at Law

JNC.slt.200602.1011Crash.Deed

STATE OF KENTUCKY >EC
COUNTY OF WEBSTER
This instrument was filed for record on the
31st day of Jan, 2007
at 10:43 a.m. and is duly recorded in
Deed book 263
page 398
VALERIE FRANKLIN, CLERK
Clara Brown D.C.



SURVEYOR'S CERTIFICATION
 I hereby certify that this plat depicts a close A survey made by me, or under my direction by the means of random closed traverse, with an equivalent error of closure of 1:21,053 the bearings and distances have not been adjusted for closure. All monuments identified as set are 3/4" rebar 18" in length, with identification cap marked Whitledge #3308. The basis for bearings is dead record, this survey and plat herein or exceeds the minimum standards of governing authority.

Keith Whitledge 9-16-08
 KEITH WHITLEDGE DATE

OWNERS CERTIFICATION
 I do hereby certify that I am the owner of record of the property shown herein, as recorded in DB. 178 PG. 431 in the Webster County Clerk's office, and do hereby adopt this survey.

NAME _____ DATE _____
 NAME _____ DATE _____

DESCRIPTION: A certain lot located in Providence, at the intersection of Westerfield Drive and South Fossil Avenue, said lot being the Alvin and Calvin Green lot (DB. 178 Pg. 431), and described by metes and bounds as follows.

Beginning at an iron pin set on the southwest side of Westerfield Drive, 22 feet from the center, at the back of the existing sidewalk, and the northeast side of South Fossil Avenue, said point being the POINT OF BEGINNING; thence with the eastward side of Westerfield Drive and the back of said sidewalk N 20° 10' 55" E, a distance of 66.28 feet to an iron pin set on the southwest side of Westerfield Drive at the back of said sidewalk, a corner to Sarah Thomas Est. (DB. 106 Pg. 259); thence with Thomas E 48° 30' 00" E, a distance of 125.29 feet to an iron pin set in the line of Norelia and Arthur Walters (no record found); thence with Walters S 58° 33' 03" W, a distance of 74.40 feet to an iron pin set on the northeast side of South Fossil Avenue; thence with the northeast side of South Fossil Avenue N 43° 21' 32" W, a distance of 114.88 feet to the POINT OF BEGINNING; said described tract containing 8,205.62 square feet, more or less, subject to any legal right-of-way or easement. Description prepared from a physical survey performed by Keith Whitledge P.L.S. #3308 on September 13, 2008.

SURVEY PLAT THE ALVIN GREEN & CALVIN GREEN LOT 800 WESTERFIELD DRIVE PROVIDENCE, KY 42450	
SURVEYOR: KEITH WHITLEDGE 203 ST. RT. 132 W DIXON, KY. 42409	
SCALE: 1" = 50'	DRAWN BY: K.A.W.
DATE OF SURVEY: 9-13-08	CHECKED BY: K.A.W.
Not prepared for sale: Alvin & Calvin Green 800 Westerfield Drive Providence, KY 42450	

DEED BK 275 PG 591

AFFIDAVIT OF DESCENT

Comes now the Affiant, Calvin Green, and after being duly sworn state under oath as follows:

I am the brother of Alvin Green, a resident of Providence, Webster County, Kentucky, who died intestate on 11/08/2009 leaving as his sole heir at law the following:

Name	Relationship	Age	Ownership Interest
Calvin Green	Brother	Over 18	100%

Further the Affiant sayeth not.

Calvin Green
Calvin Green, Affiant

STATE OF KENTUCKY

COUNTY OF WEBSTER

The foregoing Affidavit was subscribed, sworn to and acknowledged before me by Calvin Green on this the 7th day of June, 2010.

Randy B. Lee
Notary Public-State at Large
My Commission Expires 5/10/12

PREPARED BY:

Wm. Clint Prow
Hon. Wm. Clint Prow
Attorney at Law
112 North Broadway
Providence, KY 42450
(270) 667-5913



106604
Filed on 7/21/2010 3:23:06 PM
BOOK DEED NUMBER: 275
PAGE: 591
COUNTY: Webster County
DEED: 106604
LREC: 106604

Exhibit K

RECEIVED

JUL 30 2010

USDA-RHS
Form RD 3550-22
(Rev. 8-89)FORM APPROVED
OMB NO. 0575-0172

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL HOUSING SERVICE		DIRECT LOSS MITIGATION SECTION		Type of Loan Assumed	<input checked="" type="checkbox"/> Section 502 <input type="checkbox"/> Section 504
0024		ASSUMPTION AGREEMENT SINGLE FAMILY HOUSING		Type of Transferee	<input type="checkbox"/> Program Transferee <input type="checkbox"/> Non-Program Transferee
				Type of Assumption	<input checked="" type="checkbox"/> New Rates and Terms <input type="checkbox"/> Same Rates and Terms
				Sellers Case No:	
				Transferee Case No:	

This Agreement dated July 27, 2010 is between the United States of America, acting through the Rural Housing Service, its successors and assigns (herein called the Government) and Calvin Green

(herein called the Borrower or transferee), whose mailing address is: 800 Westerfield Drive, Providence, KY 42450

The Government is the holder of one or more of the following debt instruments executed, Alvin Green (the sellers), which instrument is secured by real property located in Webster County, State of Kentucky pursuant to the following security instruments:

Type of Debt Instrument	Date Executed	Original Principal	Interest Rate	Type of Security Instrument	Date Executed	Office Where Recorded	Book/Volume Document No.	Page No.
Prom. Note	1/30/07	\$67,900	5.75	R.E. Mortgage	1/30/07	Court CLK	262	127
Prom. Note	8/10/07	\$19,600	5.75	R.E. Mortgage	9/13/07	Court CLK	269	249

In consideration of the assumption of the indebtedness as herein provided and the Government's consent to this assumption and related conveyance of the security property, if applicable, it is agreed as follows:

- The Borrower will assume the indebtedness and obligations of the above described debt and security instruments on (check only one):
☒ Same rates and terms; or
☐ New rates and terms with an interest rate of _____ percent (____%) per annum, the principal sum of _____ (\$ _____), with the first installment of principal and interest of \$ _____ due on _____, and \$ _____ thereafter on the _____ of each month until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not paid sooner, shall be due and payable _____ (____) years from the date of this Agreement. Borrower shall escrow taxes and insurance in accordance with Agency regulations. By execution of this agreement borrower becomes personally obligated to repay the principal and interest to the Government on the terms stated herein.
- Payments of principal and interest shall be applied in accordance with Government's accounting procedures in effect on the date of receipt of the payments. If Borrower's payment has not been received by the end of _____ days after it becomes due, Borrower will pay a late charge of _____ % of the overdue payment of principal and interest.
- The provision of the debt and security instruments hereby assumed shall, except as modified herein, remain in full force and effect, and Borrower assumes the obligations of and agrees to comply with all covenants, agreements, and conditions in said instruments, as modified here, as though Borrower had executed them as of the date thereof as principal obligors. Borrower agrees to be personally liable to the Government for the repayment of the obligation assumed herein. Nothing contained herein shall be construed to release the seller from liability on the above described debt instruments.
- Any provision of the debt or security instruments which requires that the Borrower occupy the Government financed dwelling or refinancing to another credit source does not apply to assumption by a non-program transferee.
- This agreement is subject to present regulations of the Government and to its future regulations which are not inconsistent with the express provisions hereof.

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE

By: [Signature]
 Title: Area Specialist
 Date: 7/27/10
 Address: USDA Rural Development
1095 National Mine Drive
Madisonville, KY 42431

Calvin Green
 (Borrower)

(Borrower)

(Cosigner)

According to the Paperwork Reduction Act of 1995, no person is required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

PAGE 05/16

MADISONVILLE

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Exhibit L

Form RD 3550-12
(10-88)United States Department of Agriculture
Rural Housing ServiceForm Approved
OMB No. 0575-0166

6023

SUBSIDY REPAYMENT AGREEMENT

1. As required under section 521 of the Housing Act of 1949 (42 U.S.C. 1490a), subsidy received in accordance with section 502 of the Housing Act of 1949, is repayable to the Government upon the disposition or nonoccupancy of the security property. Deferred mortgage payments are included as subsidy under this agreement.

2. When I fail to occupy or transfer title to my home, recapture is due. If I refinance or otherwise pay in full without transfer of title and continue to occupy the property, the amount of recapture will be calculated but, payment of recapture can be deferred, interest free, until the property is subsequently sold or vacated. If deferred, the Government mortgage can be subordinated but will not be released nor the promissory note satisfied until the Government is paid in full. In situations where deferment of recapture is an option, recapture will be discounted 25% if paid in full at time of settlement.

3. Market value at time of initial subsidy \$ 87500.00 less amount of Rural Housing Service (RHS) loans \$ 88300.00 less amount of any prior liens \$ -0- equals my/our original equity \$ -0-. This amount equals -0- % of the market value as determined by dividing original equity by the market value.

4. If all loans are not subject to recapture, or if all loans subject to recapture are not being paid, complete the following formula. Divide the balance of loans subject to recapture that are being paid by the balance of all open loans. Multiply the result by 100 to determine the percent of the outstanding balance of open loans being paid.

months loan outstanding	Average interest rate paid							
	1%	1.1	2.1	3.1	4.1	5.1	6.1	>7%
0 - 59	.50	.50	.50	.50	.44	.32	.22	.11
60 - 119	.50	.50	.50	.49	.42	.31	.21	.11
120 - 179	.50	.50	.50	.48	.40	.30	.20	.10
180 - 239	.50	.50	.49	.42	.36	.26	.18	.09
240 - 299	.50	.50	.46	.38	.33	.24	.17	.09
300 - 359	.50	.45	.40	.34	.29	.21	.14	.09
360 & up	.47	.40	.36	.31	.26	.19	.13	.09

6. Calculating Recapture

Market value (at the time of transfer or abandonment)

LESS:

Prior liens,
RHS balance,
Reasonable closing costs,
Principal reduction at note rate,
Original equity (see paragraph 3), and
Capital improvements.

EQUALS

Appreciation value. (If this is a positive value, continue.)

TIMES

Percentage in paragraph 4 (if applicable),
Percentage in paragraph 5, and
Return on borrower's original equity (100% - percentage in paragraph 3).

EQUALS

Value appreciation subject to recapture. Recapture due equals the lesser of this figure or the amount of subsidy received.

Borrower <u>CALVIN GREEN</u>	Date <u>7-27-10</u>
Borrower	Date

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

* U.S. GPO: 1996-578-536

REAMORTIZATION AGREEMENTAccount Number
[REDACTED]Effective Date
September 8, 2012

The United States of America, acting through the Rural Housing Service, United States Department of Agriculture (Lender), is the owner and holder of a promissory note or assumption agreement (Note) in the principal sum of \$ 75681.45, plus interest on the unpaid principal of 5.75000% per year, executed by CALVIN D GREEN and [REDACTED], (Borrower) dated April 8, 2008 and payable to the order of the Lender. The current outstanding balance includes unpaid principal, accrued unpaid interest, unpaid advances and fees. The total outstanding balance is \$ 78198.68.

In consideration of the reamortization of the note or assumption agreement and the promises contained in this agreement, the outstanding balance is capitalized and is now principal to be repaid at 5.75000% per annum at \$ 444.23 per month beginning October 08, 2012 and on THE 8th DAY OF each succeeding month until the principal AND INTEREST ARE PAID, EXCEPT THAT THE final installment of the entire debt, if not paid sooner, will be due and payable on January 08, 2045.

If the outstanding loan balance prior to reamortization was reduced by a payment which was later determined to be uncollectible, Rural Housing Service will charge the account with an amount equal to the uncollectible payments. This amount is due and payable on the effective date it is charged to the account and may accrue interest at the promissory note rate.

Subject to applicable law or to a written waiver by Lender, Borrower shall pay to lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for : (a) yearly taxes and assessments which may attain priority over Lender's mortgage or deed of trust (Security Instrument) as a lien on the secured property described in the Security Agreement (Property); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan, may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law or federal regulation that applies to the funds sets a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

Exhibit N

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USDA RD

PAGE 05

563

The funds shall be held by a federal agency, including Lender, or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits the Lender to make such charge. However, Lender may require borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the funds.

Lender shall give to borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each debit to the Funds was made. The funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

Unless changed by this agreement, all of the terms of the note or assumption agreement or the instruments that secure them, remain unchanged.

Upon default in the payment of any one of the above installments or failure to comply with any of the conditions and agreements contained in the above-described note or assumption agreement or the instruments securing it, the Lender, at its option may declare the entire debt immediately due and payable and may take any other action authorized to remedy the default.

AKIN Green
Borrower

Date 9/21/2013

Borrower

Date _____

REAMORTIZATION AGREEMENTAccount Number
[REDACTED]Effective Date
September 8, 2012

The United States of America, acting through the Rural Housing Service, United States Department of Agriculture (Lender), is the owner and holder of a promissory note or assumption agreement (Note) in the principal sum of \$ 19710.23, plus interest on the unpaid principal of 5.75000% per year, executed by CALVIN D GREEN and [REDACTED], (Borrower) dated April 8, 2008 and payable to the order of the Lender. The current outstanding balance includes unpaid principal, accrued unpaid interest, unpaid advances and fees. The total outstanding balance is \$ 21783.63.

In consideration of the reamortization of the note or assumption agreement and the promises contained in this agreement, the outstanding balance is capitalized and is now principal to be repaid at 5.75000% per annum at \$ 123.00 per month beginning October 08, 2012 and on THE 8th DAY OF each succeeding month until the principal AND INTEREST ARE PAID, EXCEPT THAT THE final installment of the entire debt, if not paid sooner, will be due and payable on August 08, 2045.

If the outstanding loan balance prior to reamortization was reduced by a payment which was later determined to be uncollectible, Rural Housing Service will charge the account with an amount equal to the uncollectible payments. This amount is due and payable on the effective date it is charged to the account and may accrue interest at the promissory note rate.

Subject to applicable law or to a written waiver by Lender, Borrower shall pay to lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for : (a) yearly taxes and assessments which may attain priority over Lender's mortgage or deed of trust (Security Instrument) as a lien on the secured property described in the Security Agreement (Property); (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan, may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law or federal regulation that applies to the funds sets a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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USDA RD

PAGE 85

563

The funds shall be held by a federal agency, including Lender, or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits the Lender to make such charge. However, Lender may require borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the funds.

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Unless changed by this agreement, all of the terms of the note or assumption agreement or the instruments that secure them, remain unchanged.

Upon default in the payment of any one of the above installments or failure to comply with any of the conditions and agreements contained in the above-described note or assumption agreement or the instruments securing it, the Lender, at its option may declare the entire debt immediately due and payable and may take any other action authorized to remedy the default.

Phyllis Green Date 9/21/2013
Borrower

Borrower Date _____



Calvin Denton Green

October 27, 1939 - January 22, 2018

Login

PRINT

The family of Calvin Denton Green created this Life Tributes page to make it easy to share your memories.

Send Beautiful Flowers

Share a Memory

Share

Obituary & Service

Calvin Denton Green, 78, went home to be with the...

View More

Share a Memory Below

A comforting word from you means a lot.

Share a Memory

Flowers & Gifts

Send flowers to the Green's family.

Send Flowers

Tribute Wall

Photos & Videos

Obituary & Service

+ More

Obituary for Calvin Denton Green

Calvin Denton Green, 78, went home to be with the Lord on January 22, 2018 at Baptist Health Hospital in Madisonville, KY. He and his twin brother, Alvin, who preceded him in death, were born on October 27, 1939 to the late Robert Green and Mary Rucker Green in Providence, Ky.

Calvin was educated in the Providence School System and graduated from High School there. He was a long-time member of Pleasant Hill Baptist Church. Calvin retired from Speed Queen Manufacturing after many years of service.

Calvin was an avid sports fan especially UK basketball. He loved watching ball games on television and socializing with his friends. He also enjoyed listening to the Blues.

Calvin leaves behind to cherish his memory, his uncle: Calbert Brooks (Revella); very special aunt: Frances Bass; special cousin who cared for him: Sherry Martin; special friend: Pam Hampton; and a host of cousins and friends.

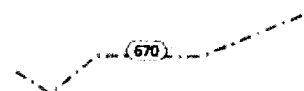
To send flowers or a memorial gift to the family of Calvin Denton Green please visit our Sympathy Store.

Previous Events

Visitation

JAN 27. 11:00 AM - 1:00 PM (CST)

Pleasant Hill Baptist Church
 821 Westerfield Drive
 Providence, KY



Providence

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Get Driving Directions

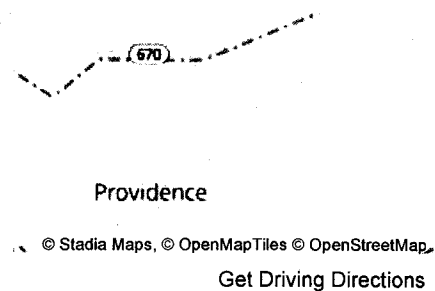
Exhibit P

9/27/2019

Service

JAN 27. 1:00 PM (CST)

Pleasant Hill Baptist Church
821 Westerfield Drive
Providence, KY



Providence

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Get Driving Directions

Contact Us

Locations

Email

Daily Email Affirmations

Mason & Sons Funeral Home

409 E. Noel Ave.
Madisonville, KY
42431
(270) 821-3906
<https://www.masonbrothersfuneralservices.com>

R. Mason Brothers Memorial Chapel, LLC

masons@mw.twcbbc.com

Name

Email

SIGN UP

R. Mason Brothers Memorial Chapel, LLC

1001 Lincoln Ave.
Evansville, IN 47714
(812) 421-8692
<https://www.masonbrothersfuneralservices.com>

**Mason Brothers
Audubon Chapel**

1322 Helm St.

Henderson, KY 42420

(812) 421-8692

<https://www.masonbrothersfuneralservices.com>

ENC BK 25 PG 797

Civil Action No. 06-C-00056

Webster District Court

Trover Clinic Foundation Inc. et al

PLAINTIFF,

VS.

NOTICE OF JUDGMENT LIENCalvin Denton Green, ***-**-4141
Carolyn Green, ***-**-6248

DEFENDANTS.

Take notice that the above referenced Plaintiff obtained a Judgment against the above referenced Defendants in the above Court, for the sum of \$1320.32, with interest accruing at the rate of 12% per annum from May 27, 2008, plus all court costs expended, and as security for said Judgment levies on all of the right, title and interest of the Defendants, Calvin Denton Green and Carolyn Green, in and to any real property located in Webster County, Kentucky.

NOTICE

NOTICE TO JUDGMENT DEBTORS You may be entitled to an exemption under K.R.S. 427.060, reprinted below. If you believe you are entitled to assert an exemption seek legal advice.

In addition to any exemption of personal property, an individual debtor's aggregate interest, not to exceed \$5,000.00 in value, in real or personal property that such debtor or a dependent of such debtor uses as a permanent residence in this state, or in a burial plot for such debtor or a dependent of such debtor is exempt from sale under execution, attachment or judgment, except to foreclose a mortgage given by the owner of a homestead or for purchase money due thereon. This exemption shall not apply if the debt or liability existed prior to the purchase of the property or the erection of the improvements thereon.

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing was mailed on September 24, 2010 to Calvin Denton Green and Carolyn Green, 1305 Kenilwood Way Apt B, Bowling Green KY 42104 in compliance with KRS 426.720(3).

ATTORNEY FOR PLAINTIFF:

PREPARED BY:

Leif C. Rathiff
Leif C. Rathiff
Logan, Morton & Rathiff
P.O. Box 429
Madisonville, KY 42431
(270) 821-1445

Leif C. Rathiff
Leif C. Rathiff
Logan, Morton & Rathiff
P.O. Box 429
Madisonville, KY 42431
(270) 821-1445

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

10/10/19
Filed 10/10/19 9:32:58 AM
Book: 10/10/19 Page: 25
Pages 797 - 797
Jesse Franklin, Webster County
SC: 60110 00011
Deed Tax: \$0.00

Exhibit Q